Long term leasing of BBMP Vacant Corner Land plot on JC Road, Bengaluru for Development of Commercial Establishment

Request for proposal

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the BBMP or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the BBMP to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their qualification proposals and financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the BBMP in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the BBMP, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BBMP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The BBMP, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The BBMP also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The BBMP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the BBMP is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project

and the BBMP reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BBMP or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the BBMP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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Bruhat Bengaluru Mahanagara Palike

Estate Department

Office of the Deputy Commissioner (Estate), BBMP, NR Square, Bengaluru - 560002
Ph: XXXXXXX, E-Mail: XXXXXXX

No. BBMP/_____/___/ /2024-25 **Dated: XX-XX-2025.**

: TENDER NOTIFICATION :

The Deputy Commissioner (Estate), BBMP Estate Department on behalf of Chief Commissioner, BBMP invites Proposals through Karnataka Public Procurement Portal from eligible bidders Long term leasing of BBMP Vacant Corner Land plot on JC Road, Bengaluru for Development of Commercial Establishment.

All interested bidders shall submit their Technical and Commercial/Financial bids electronically through Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in).

The tender schedule is as mentioned below:

Tender Notification No	
Date from which Bid document is ready for download through Karnataka Public Procurement Portal of Government of Karnataka (https://kppp.karnataka.gov.in)	30-08-2025 up to 15.00 Hrs
Date of Pre-bid Meeting and venue	04-09-2025 at 15.00 Hrs Office of the Special Commissioner (Revenue and Estate) BBMP Head Office premises, 1st Floor, N.R.Square, BENGALURU - 560 002.
Last date for seeking clarification if any	03-09-2025 at 15.00 Hrs
Last date and time for uploading of tender in Karnataka Public Procurement Portal platform	10-09-2025 up to 17.00 Hrs
Date and time of opening of tenders: Technical Bid & Technical Evaluation	11-09-2025 at 15.00 Hrs
Date and time of opening of tenders: Commercial Bid of technically qualified biiders (If Possible)	Immediately after the uploading of Technical BId Evaluation
Contact Person for queries	Deputy Commissioner (Estate), Mobile: XXXXXXX, E Mail: XXXXXXX

Place of Opening of Tenders and Address for communication	**Office of the Deputy Commissioner (Estate) BBMP, NR Square, BBMP, Bengaluru - 560002**
EMD Amount	Rs 20 Lakhs (out of which Rs 18 Lakh as Bank Guarantee and rest Rs 2 Lakhs paid in eProcurement Portal)

Note: Completed tender shall be uploaded through Karnataka Public Procurement Portal system only in the manner described under instructions to Tenderers of RFP Documents on or before the last date & time stipulated.

Deputy Commissioner (Estate)
Bruhat Bengaluru Mahanagara Palike

Table 1: Other important information related to the tender.

Sl. No.	Item	Description
1	Bid Validity Period	90 days from the last date of submission of proposals.
2	Last date for furnishing performance security	Within 15 working days from the date of issue of Letter of Intent.
3	Performance security value (Performance Bank Guarantee)	5% of the winning bid amount by the Bid Winner.
4	Performance security validity period	6 months from the date of end of Lease
5	Deadline / last date for signing contract	Within 15 working days of notice of award.

1. Introduction

1.1 Background

1. Bruhat Bengaluru Mahanagar Palike (BBMP) is the third largest municipal corporation in India and has seen tremendous growth since the city was established. The Bruhat Bengaluru Mahanagara Palike (first established as Greater Bengaluru Municipal Corporation on 27 March 1862) has been responsible for sustaining and managing Bengaluru's civic body and infrastructure. The Bruhat Bengaluru Mahanagara Palike (BBMP) desires to lease out a BBMP vacant land plot on JC Road, Bengaluru for development of commercial establishment (location specified in Project Information Memorandum) for a period of 30-years as per the BBMP (Estate Management) Rules 2024.

2. The property is a prime real-estate property, a CORNER plot, on the main JC Road itself and admeasures 15876.77 Sq Feet (1475 Sq M). Being owned by the BBMP, the land parcel enjoys a prestigious location and offers an exceptional commercial development opportunity. It is surrounded by major commercial properties, hospitals and vicinity to the Central Business District. The site also boasts excellent road connectivity on the JC Road, which ensures seamless access across the city. The area of available CORNER vacant land is 15876.77 Sq Feet (1475 Sq M) having a potential to build about 6000 sq m built-up area as per applicable FAR (the actual allowed built up area for construction shall be as per the applicable Zonal Regulations and Master Plan and may be more or less than this indicated area and is the sole responsibility of the Bidder to avail including by use of TDR/Premium FAR). The land is under the ownership of Bruhat Bengaluru Mahanagara Palike (BBMP) and shall be given for a period of thirty (30) calendar years (the "Term") on lease as per the BBMP Estate Rules 2024. The Survey Sketch and basic details of the property are in **Appendix-VI**.

3. The Selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate itself as such prior to execution of the lease agreement (the "Concessionaire"), shall be responsible for Designing, Engineering, Financing, procurement, construction, marketing and leasing of the Project under and in accordance with the provisions of the lease agreement (the "Lease Agreement") to be entered into between the Selected Bidder and the BBMP in the form provided by the BBMP as part of the Bidding Documents pursuant hereto.

4. The scope of work will broadly include Design, Engineering & construction of a new commercial complex and the marketing, leasing thereof. The concessionaire shall transfer the facility built to BBMP at the end of the concession period, as specified in this document. The following table outlines the permissible and non-permissible asset classes:

Permissible asset classes	Shopping complex/ office space/ hotel/ restaurant/ quick-commerce dark stores/e-commerce warehouse/ wellness studio/ gym/ sports complex/ entertainment zone/ theatre/ hostel or co-living/hospital & a commercial activity other than non-permissible ones.
Non-permissible asset classes	Diesel/ Petrol/ CNG/ PNG/ LPG sale outlets, liquor sale outlets

5. The Lease Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession").

6. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner. The scope of services and obligations of the Concessionaire set forth in the Lease Agreement or the BBMP's rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by BBMP.

7. The BBMP shall receive technical bids as part of the bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the BBMP pursuant to this RFP (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the BBMP, and all Bids shall be prepared and submitted in accordance with such terms.

1.2 Brief Description of the Bidding Process

1. The BBMP has decided to adopt a two-stage bidding process (collectively referred to as the "Bidding Process") as per the Karnataka Transparency in Public Procurement Act 1999 & Rules thereunder in accordance with the BBMP (Estate Management) Rules, 2024, for selection of the Bidder for award of the Project.

   A. The bids shall be called on the eProcurement Portal of the eGovernance Department, Govt of Karnataka at https://kppp.karnataka.gov.in
   B. The first part (the "Qualification Proposal") shall comprise of the qualification submissions (the "Qualification") of the interested parties and shall be called the technical bid, who make a Bid in accordance with the provisions of this RFP. In the Technical Bid, the Applicants / Bidders would be required to furnish all the information specified in this RFP showcasing and proving their technical eligibility to qualify. The eligibility criteria are explained in the Clause 2.1.

C. At the end of the Technical Bid evaluation, the BBMP will announce a list of technically qualified Applicants / Bidders who fulfil the minimum prescribed qualification criteria and then the Financial Bids (the “Financial Proposals”) of the only the Technically qualified bidders shall be opened. The Applicants / Bidders who have been technically qualified in the technical bid evaluation can participate in the financial bid opening ONLINE by accessing the portal on the time and date fixed for opening the financial bid.

D. Financial bid shall be evaluated based on the amount of the interest free One Time Deposit (OTD) that the tender winner shall keep with the Bruhat Bengaluru Mahanagara Palike throughout the period of the lease. The One Time Deposit (OTD) is refundable to the lessee, without any interest, after the vacation of the property upon completion of the lease term or the termination of lease as per the provisions of the BBMP (Estate Management) Rules 2024 and this RFP & Agreement entered into pursuant to the same with the bid winner. The One Time Deposit (OTD) shall not be refunded for a period of one year from the date of the signing of the agreement of the lease.

E. The minimum reserved One Time Deposit (OTD) or the Tender Upset Price shall be fixed at INR 15,81,93,750/- (Rupees Fifteen Crore Eighty One Lakh Ninety Three Thousand Seven Hundred and Fifty Only) (50% of guidance value of 31,63,87,500).

F. Applicants/ bidders are expected to bid the One Time Deposit **higher than** the minimum reserved One Time Deposit or the Tender Upset Price. The bidder who is otherwise technically qualified and bids the highest One Time Deposit shall be the tender winner provided that it is not less than the minimum reserved One Time Deposit (OTD).

2. The BBMP and the Selected Bidder shall carry out Joint Survey of the land by an accredited Survey Agency, to ascertain the exact land extent within ten (10) days of issuance of LOA to the Selected Bidder. Name of the accredited Survey Agency shall be recommended by the Selected Bidder and shall be approved by the BBMP prior to the appointment. The cost of such Joint Survey shall be borne by the Selected Bidder. The survey already conducted by the BBMP Survey Wing is available and is placed as part of this RFP as Appendix-VI as part of the Project Information Memorandum (PIM).

3. The Financial Bid format will be as given in Appendix-V. The financial bid shall be uploaded on eProcurement Portal alone and nowhere else and any disclosure of the financial bid in any form by the bidder other than through Financial Bid portion of the eProcurement Portal shall lead to summary disqualification of such a bidder.

4. The BBMP at its discretion, reserves the right to accept / reject any Bid / Financial Proposal and the decision of the BBMP in this behalf shall be final and conclusive, which shall be binding on the Applicants/Bidders.

5. The Bidding Documents include the draft Lease Agreement for the Project to be provided to the Bidders on the day of Pre-Bid conference. The Project Information Memorandum for the project will also be shared by the BBMP with the Bidders. Subject to the provisions of Clause 2.8, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding documents.

6. Tender Processing Fee: Each bidder shall pay tender processing fee, as mentioned in the e-Procurement portal, through any of the following 4 e-Payment options only:

    1. Credit Card
    2. Direct Debit
    3. National Electronic Funds Transfer (NEFT) [Challan to be generated through e-Procurement System prior to payment]
    4. Over the Counter (OTC) – designated ICICI bank branches located across the country [Challan to be generated through e-Procurement System prior to payment]

Details regarding e-Payment, may be seen at e-Procurement website https://kppp.karnataka.gov.in

7. The Bid Security or the Earnest Money Deposit (EMD) shall be Rs. 20 Lakhs (Rupees Twenty Lakhs only) out of which Rs 2-Lakhs shall be paid online in eProcurement Portal and the rest in the form of Bank Guarantee which should be uploaded a spart of the technical bid. The ONLINE payment through eProcurement Portal shall be paid through any of the following 4 e-Payment options only on the eProcurement Portal itself (**https://kppp.karnataka.gov.in**) –

1. Credit Card
2. Direct Debit
3. National Electronic Funds Transfer (NEFT) [Challan to be generated through e-Procurement System prior to payment]
4. Over the Counter (OTC) – designated ICICI bank branches located across the country [Challan to be generated through e-Procurement System prior to payment]

And the bidders shall ensure the credit of Earnest Money Deposit in the respective bank account of e-Procurement on or before the last date for submission of tender.

8. In respect of the successful bidder, the EMD shall be refunded only after the receipt of security deposit payable as per clause 7.12 below. The EMD of unsuccessful bidders will be refunded after placing orders on the successful bidder

9. The Bid shall be summarily rejected if it is not accompanied by the Bid Security or the EMD.

10. Any queries or request for additional information concerning this RFP shall be submitted in writing or e-mail to the officer designated on company letter with proper communication address in Clause 2.12.11 below. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Long-term leasing of BBMP vacant land plot in JC Road, Bengaluru for development of commercial establishment".

2. Instructions to the Applicants / Bidders

1.1 Eligibility of Bidders

1. For determining the technical eligibility of Bidders, the minimum qualification shall be as follows:

a. The Bidder must be a single entity. A Bidder may be a natural person, or a private entity. The Consortium or Joint Ventures are NOT permitted to bid.

b. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be

disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof;

(iv) Such Bidder or any Associate thereof has participated as a consultant to the BBMP in the preparation of any documents, design or technical specifications of the Project.

(v) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the BBMP in relation to the Project is engaged by the Bidder, its Member or any Associate thereof in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six)

months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2. To be eligible for financial bid opening, a Bidder shall fulfill the following conditions of eligibility:

A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 7 financial years preceding the Bid Due Date, have:

1. Developed or Constructed a Commercial Complex having a Built-Up Area of at least 10000 sq m and should have received the occupancy certificate at least 3 months preceding the Bid Due Date

B) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have

1. Achieved in at-least three financial years an annual turnover of INR 30 Crores (Rupees Thirty Crores Only).

2. Net worth at the end of the preceding financial year in the form of liquid assets and /or availability of credit facilities of no less than INR 30 Crores (Rupees Thirty Crores Only) (Certificate by a Chartered Accountant shall be attached for this).

3. Bidder should be registered under GST and should submit proof of filing GST returns for the past 5-years.

4. The bidder shall provide documentary proof of IT returns filed for previous three financial years. (Provisional Certificates will not be entertained). These shall be certified by a Chartered Accountant duly accredited by the Institute of Chartered Accountants of India (ICAI) under the Chartered Accountants Act, 1949.

3. The Bidders shall enclose with its ProPposal, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

a. Certificate(s) from the concerned client(s) / licensed Architect (duly appointed for the project & correlated by the letter approved from approving Govt. BBMP) stating the Developed or Constructed area, as the case may be, during the past 2 years in respect of the projects specified in paragraph 2.1.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the role and the quantum of the work done by the Bidder for that particular job/ contract by producing a certificate from the client; and

b. Certificate(s) from its statutory auditors specifying the turnover and net worth of the Bidder, in the preceding five financial years, and also specifying that the methodology adopted for calculating the net worth conforms to the provisions of this Clause 2.1.3 (b). For the purposes of this RFP, net worth (the "Net Worth") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

4. The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Proposal to commit the Bidder.

5. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bidding, would not be eligible to submit a proposal. A self-certificate of not black-listed or barred by any such Central/State Governemnet or an entity controlled by it, shall be submitted after duly notorizing it on a non-judicial stamp paper not less than Rs 500 in value or of the value as prescribed by the Department of Stamps & Registration – whichever is higher.

6. A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidde nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder. A self-certificate of not black-listed or barred by any such Central/State Governemnet or an entity controlled by it, shall be submitted after duly notorizing it on a non-judicial stamp paper not less than Rs 500 in value or of the value as prescribed by the Department of Stamps & Registration – whichever is higher. This could be in the same Self-Certification as given for not being black-listed.

7. The following conditions shall be adhered to while submitting the Proposal:

a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

b. Information supplied by a Bidder must apply to the Bidder, or Associate named in the Bid Proposal and not, unless specifically requested, to other associated companies or firms;

c. in responding to the qualification criteria submission, Bidders should demonstrate their capabilities in accordance with Clauses above; and

Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its proposal and furnish all its information and certification with reference to the 7 (Seven) years or 3 (three) years or the 5 (five) years, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of the Proposal hereunder, mean the accounting year followed by the Bidder during its normal business.

1.2 General terms of bidding

1. The Project Information Memorandum (PIM) for the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the PIM shall be binding on the BBMP nor confer any right on the Bidders, and the BBMP shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM. The PIM is at **Appendix-VI**

2. The RFP and the Draft Lease Agreement shall be read harmoniously and as union of both the documents. Hence, any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Lease Agreement.

3. The Bid should be furnished in the format at Appendix – III as enabled in the eProcurement Portal, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

4. The Bid shall consist of figure of “refundable One Time Deposit” to be quoted by the Bidder as per the terms and conditions of this RFP and the provisions of the Lease Agreement.

5. The Bidder should submit a Power of Attorney as per the format at Appendix - II, authorizing the signatory of the Bid to commit the Bidder.

6. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

7. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the BBMP and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The BBMP will not return any Bid, or any information provided along therewith.

8. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the BBMP in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Lease Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Lease Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Lease Agreement and without prejudice to any other right or remedy of the BBMP, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the BBMP may have there under or otherwise, the LOA or the Lease Agreement, as the case may be, shall be liable to be terminated without the BBMP being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same.

9. This RFP is not transferable.

10. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

1.3 Number of proposals and cost of Bidding

1. No Bidder shall submit more than one Bid Proposal for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Proposal either individually or as part of any other bidder either individual capacity or as a company or legal entity (except as retail minority share holder in a listed company), as the case may be.

2. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The BBMP will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.4 Site visit and verification of information

1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, existing structures, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2. It shall be deemed that by submitting a Bid, the Bidder has:

   i. made a complete and careful examination of the Bidding Documents;

ii. received all relevant information requested from the BBMP;

iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the BBMP relating to any of the matters referred to in Clause 2.4.1 above;

iv. satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the BBMP, or a ground for termination of the Lease Agreement; and

vi. Agreed to be bound by the undertakings provided by it under and in terms hereof.

1.5 Right to accept and to reject any or all bids

1. Notwithstanding anything contained in this RFP, the BBMP reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

2. The BBMP reserves the right to reject any Bid and appropriate the Bid Security if:

   i. at any time, a material misrepresentation is made or uncovered, or
   ii. The Bidder does not provide, within the time specified by the BBMP, the supplemental information sought by the BBMP for evaluation of the Bid.

   Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

3. In case it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the BBMP, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Lease Agreement, and if the Bidder has already been issued the LOA or has entered into the Lease Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the BBMP to the Bidder, without the BBMP being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the BBMP shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the BBMP for, inter alia, time, cost and effort of the BBMP, without prejudice to any other right or remedy that may be available to the BBMP.

4. The BBMP reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the BBMP to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BBMP thereunder.

1.6 Clarifications

1. Bidders requiring any clarification on the RFP may notify the BBMP in writing or by e-mail on company letter head having proper communication address with name of contact person designated as authorized signatory in accordance option to raise Pre-Bid queries provided above. They should send in their queries before the date mentioned for the Pre-Bid meeting. The BBMP shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date.

2. The BBMP shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the BBMP reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the BBMP to respond to any question or to provide any clarification.

3. The BBMP may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the BBMP shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by BBMP or its employees or representatives shall not in any way or manner be binding on the BBMP.

4. The BBMP shall upload all the clarifications, updates, queries and its responses thereto, on the eProcurement Portal and it shall be adequate communication of the same to all the bidders. It is the duty of the Bidders to regularly visit and see the eProcurement Portal of eGov Department and update themselves of all the replies and up-dates or addendums or changes given by the BBMP. The BBMP does not take responsibility to individually communicate to any bidder any update, communication, reply or responses to its queries or questions.

1.7 Amendment of RFP

1. At any time prior to the deadline for submission of Bids, the BBMP may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2. Any Addendum thus issued will uploaded on the eProcurement Portal and it shall be the duty of every bidder to see the same on the eProcurement Portal. The BBMP does not commit to provide replies to individual bidders.

3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the BBMP may, at its own discretion, extend the Bid Due Date.

1.8 Bid Submission

Tenders/Bids must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal at https://kppp.karnataka.gov.in.

1.9 Language

The Bid Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. The supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

1.10 Format and signing of proposal

1. The Bidder shall provide all the information sought under this RFP. The BBMP will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete Proposals shall be liable for Rejection.

2. The Bid shall be submitted in electronic form with digital signatures however the copy of bid to be submitted should printout of the documents submitted and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

1.11 Sealing and Marking of Tenders

1. The Applicant / Bidder shall provide all the information sought under this RFP. The BBMP will evaluate only those Bids that are received in the required formats and complete in all respects on the e-procurement mode online at https://kppp.karnataka.gov.in. Incomplete and /or conditional Bids shall be liable for rejection.

2. The Applicant / Bidder shall prepare 1 (one) original set of each part of the Bid (together with originals / copies of documents required to be submitted along therewith pursuant to this RFP) as submitted through the e-procurement portal and clearly marked "ORIGINAL DOCUMENTS" AND KEEP WITH THEM TO BE PRODUCED AT ANY TIME SOUGHT BY THE BBMP.. Such submissions shall only be made WHEN SPECIFICALLY ASKED TO BE SUBMITTED BY THE BBMP AFTER OPENING OF THE BIDS ON THE ePROCUREMENT PORTAL. In case of any discrepancy on the documents submitted as e-Submission, the authenticity of the uploaded documents shall be verified by referring to the originals of the documents submitted and through verification of originals of the Documentary Proof as part of Bid Evaluation.

3. The Bid and its Copy shall be typed or written in indelible Blue or Black ink and signed by the authorized signatory of the Applicant / Bidder who shall also initial each page in Blue or Black ink. In case of printed and published documents, only the cover shall be initialized. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialized by the person(s) signing the Bid. The hard copies of each part of the Bid shall contain page numbers and shall be bound together. It is again clarified that no physical documents shall be submitted to the BBMP until after the bid is opened online at https://kppp.karnataka.gov.in and only if specifically asked by the BBMP. Any bidder submitting any document either the technical bid or the financial bid physically to the BBMP shall stand summarily rejected in technical evaluation itself.

4. The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document ONLY through website of e – Procurement at https://kppp.karnataka.gov.in. The Scanned Copy of all the Documents shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence in the eProcurement Portal which shall form the basis for the bid evaluation.

5. The Hard copies being submitted, WHEN ASKED BY THE BBMP, at the time of opening of each part of the Bid, shall be submitted in a sealed envelope marked as "Application for qualification for Long term leasing of BBMP vacant land plot in JC Road, Bengaluru for development of commercial establishment".

6. Each proposal / Bid e-submission vide e-procurement portal https://kppp.karnataka.gov.in. shall comprise of the following:

Technical Bid: “Qualification Proposal” or the “Technical Bid”

i. Information in the prescribed format (Appendix-I) along with Annexes (I to V) and supporting documents.

ii. Power of Attorney for signing the Bid as per the format at Appendix-II.

iii. Copy of Memorandum and Articles of Association, if the Applicant / Bidder is a body corporate, and if a partnership then a copy of its partnership deed.

iv. Copies of Applicant / Bidder’s duly audited balance sheet and profit and loss account for the preceding three years.

v. The other documents as needed to be submitted as part of the Technical Bid.

vi. A copy of the Lease Agreement with each page initialized by the Bid signatory.

7. **Please note that the “Financial Proposal” shall not be submitted physically nor disclosed in any form in the Technical Proposal. The Financial Bid shall only be filled up in the eProcurement Portal at** https://kppp.karnataka.gov.in. **Any such manual submission of Financial Bid or its disclosure in any form shall lead to immediate and summary disqualification of the Bidder.**

8. All the correspondences / submissions shall be addressed to the address given in this RFP for the said purpose.

9. Bids submitted by telex, telegram or e-mail or any way other than through eProcurement Portal https://kppp.karnataka.gov.in shall not be entertained and shall be rejected.

1.12 Deadline for submission of the tenders

1. Tenders must be received at the Website Address specified above no later than date & time specified in the Bid Process schedule.

2. The BBMP may extend the deadline for Submission of Tenders, in which case all Rights and Obligations of the BBMP and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

1.13 Late tenders

1. Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e – Procurement.

1.14 Modification and withdrawal of tenders

1. Tenderers may modify Contents of the Covers before the Deadline prescribed in the relevant Clause.

2. Tenderers may withdraw their tenders by cancelling their bid on the website anytime before the deadline prescribed in this RFP.

3. No Tender may be modified and withdrawn after the deadline for submission of tenders.

4. Withdrawal or modification of a tender between the deadline for submission of tenders and the expiration of the original period of tender validity specified shall result in the forfeiture of the Earnest Money Deposit.

1.15 Rejection of bids

1. The BBMP reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever. It is not obligatory for the BBMP to accept any bid or to give any reasons for their decision.

2. The BBMP reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

1.16 Validity of bids

1. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the BBMP.

1.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the BBMP in relation to or matters arising out of or concerning the Bidding Process. The BBMP will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The BBMP may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the BBMP.

1.18 Correspondence with the Bidder

The BBMP shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

1.19 Opening and evaluation of applications

1. The BBMP shall open the ONLINE Proposals on the stipulated bid opening date and time, at the place specified in this RFP and the Notice Inviting Tender and in the presence of the Bidders who choose to attend.

2. The BBMP will examine and evaluate the eligibility criteria of Proposals in accordance with the provisions set out in Section 3 and other points listed in this RFP as part of the Technical Bids to evaluate the technical qualification of each of the bidders.

3. Bidders are advised that qualification of Bidders will be entirely at the discretion of the BBMP as per the RFP. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

4. Any information contained in the Proposal shall not in any way be construed as binding on the BBMP, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

5. The BBMP reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Proposal(s) without assigning any reasons.

6. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the BBMP may, in its sole discretion, disqualify the Bidder in technical evaluation.

7. Where any information is found to be incorrect or false or amounting to a material misrepresentation, the BBMP reserves the right to disqualify such a bidder in technical evaluation.

1.20 Tests of responsiveness

1. Prior to evaluation of Proposals and opening of financial bids, the BBMP shall determine whether each proposal is responsive to the requirements of the RFP in the technical evaluation of the bids. A Proposal shall be considered responsive and technically qualified only if:

    a) it is received as per format at Appendix-I through e tender portal.

    b) it is received by the Application Due Date including any extension thereof if applicable;

c) it is numbered, signed, sealed, bound together, and marked as stipulated in relevant Clauses and complete in all regards;

d) it is accompanied by the Power of Attorney as specified in Clause 2.2.7

e) it contains all the information and documents (complete in all respects) as requested in this RFP;

f) it contains information in formats same as those specified in this RFP;

g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP for each Eligible Project;

h) it contains the Bid Security or EMD as prescribed in this RFP.

i) it does not contain any condition; and

j) Meets all the requirements prescribed in this RFP to be technically qualified.

2. The BBMP reserves the right to reject any Proposal or the Bid at the technical evaluation stage itself which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the BBMP in respect of such Proposal.

1.21 Clarifications

1. To facilitate evaluation of Proposals, the BBMP may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal or the Bid. Such clarification(s) shall be provided within the time specified by the BBMP for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2. If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the proposal is not rejected, the BBMP may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the BBMP.

1.22 Bid security or the Earnest Money Deposit (EMD)

1. The Bidder shall furnish as part of its Bid, a Bid Security or the EMD referred to in the relevant Clauses hereinabove in the form of a bank guarantee for Rs 18 Lakhs (Rupees Eighteen Lakhs Only) issued by a nationalized bank, or a Scheduled Commercial Bank in India in favor of the BBMP in the format at Appendix - VI (the "Bank Guarantee") and having a validity period of not less than 180 days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Commercial Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.The rest of Rs 2 Lakhs (Rupees Two Lakhs Only) shall be paid online to the eProcurement Portal of Government of Karnataka as provided for therein.

2. Any Bid not accompanied by the Bid Security or the EMD shall be rejected by the BBMP as non- responsive.

3. Save as provided in Clauses in this RFP, the Bid Security or EMD of unsuccessful Bidders will be returned by the BBMP, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the BBMP.

4. The Selected Bidder's Bid Security or the EMD will be returned, without any interest, upon the Bidder signing the Lease Agreement and furnishing the Performance Security in accordance with the provisions thereof.

5. The BBMP shall be entitled to forfeit and appropriate the Bid Security or the EMD as mutually agreed genuine pre-estimated compensation / damages to the BBMP in any of the events specified in Clause 2.23.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the BBMP will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security or the EMD shall be given to any Bidder.

6. The Bid Security or the EMD shall be forfeited and appropriated by the BBMP at mutually agreed genuine pre-estimated compensation and damages payable to the BBMP for, inter alia, time, cost and effort of the BBMP without prejudice to any other right or remedy that may be available to the BBMP hereunder or otherwise, under the following conditions:

    a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in relevant Clauses of this RFP;

    b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;

c) In the case of Selected Bidder, if it fails within the specified time limit - to sign the Lease Agreement and/or to furnish the Performance Security within the period prescribed there for in the Lease Agreement; or

d) In case the Selected Bidder, having signed the Lease Agreement, commits any breach thereof prior to furnishing the Performance Security.

1.23 Proprietary data

All documents and other information supplied by the BBMP or submitted by the Bidder to the BBMP shall remain or become the property of the BBMP. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The BBMP will not return any Bid documents or any information provided along therewith.

1.24 Correspondence with the Bidder

Save and except as provided in this RFP, the BBMP shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3. Criteria for evaluation

2.1 Evaluation parameters

1. Only those Bidders who meet the eligibility criteria specified in relevant Clauses about Technical Qualifications above shall qualify for Financial Bid opening. Financial Bids of bidders who do not meet these criteria shall be rejected.

2. The Bidder’s eligibility, competence and capability shall be established by the following parameters as part of Technical Evaluation:

    a) Technical Capacity; and
    b) Financial Capacity

3. BBMP may ask undertaking from bidder who are found to be technically deviating from BBMP's requirement. Bidder's fulfilling technical requirement prescribed in this RFP alone shall be considered for financial opening.

2.2 Opening and Evaluation of Bids

1. The BBMP shall open the financial bids only of the technically qualified bidders in the eProcurement Portal https://kppp.karnataka.gov.in.

2.3 Selection of Bidder

1. Financial Bids evaluation is on the basis of the interest free One Time Deposit (OTD) that the tender winner shall keep with the Bruhat Bengaluru Mahanagara Palike throughout the period of the lease. The One Time Deposit (OTD) is refundable to the lessee, without any interest, after the vacation of the property upon completion of the lease term or the termination lease as per the provisions of the Estate Management Rules 2024 and this RFP and the Agreement that will be signed with the Bid Winner. The One Time Deposit (OTD) shall not be refunded for a period of one year from the date of the signing of the agreement of the lease.

2. The minimum reserved One Time Deposit (OTD) or the Tender Upset Price for the plot shall be **INR 15,81,93,750/- (Rupees Fifteen Crore Eighty One Lakh Ninety Three Thousand Seven Hundred and Fifty Only) (50% of guidance value of 31,63,87,500).** The same shall be paid within 15-days from the date of issuance of the Letter of Acceptance by the BBMP failing which the bid shall stand rejected for default by the Bid Winner without any encumbrance or liablity of the BBMP and the property shall remain free from all encumbrances. The bidder shall be disqualified for two years from bidding in any tenders of the BBMP.

3. Applicants/ bidders are expected to indicate the One Time Deposit **higher than** the minimum reserved One Time Deposit or the Tender Upset Price. The bidder who bids the **highest One Time Deposit** shall be the tender winner. No bid below the minimum prescribed OTD shall be accepted.

4. The period of the lease shall be 30-years.

5. In addition to the One Time Deposit stated above, the selected bidder shall pay to the BBMP, an annual lease rent of INR 56,94,975/- (Rupees Fifty Six Lakh Ninety Four Thousand Nine Hundred and Seventy Five Only) (1.8% of guidance value) along with applicable GST, per annum, for the term of lease for each accounting year. This rent payable by the lessee shall be subject to increase at the rate of 10% per three years from the date of signing of the agreement. The annual lease rent shall be paid at beginning of each financial year. Non payment of annual rent shall be considered a breach of the terms and conditions of the RFP and the agreement and the lease shall be cancelled after giving 45 days notice for non-payment of the annual lease rent within 10th of April of the year for which the annual lease rent is to paid. For example for the Financial Year 2026-27, the annual lease rent must be paid by 10th April 2026 failing which the bid winner agreement shall be liable to be terminated with forfeiture of the PBG and debarment of the bidder from participating in the tenders of the BBMP.

6. If two or more Bidders quote the same amount of refundable one-time deposit (the "Tie Bidders"), the BBMP shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Bidders who choose to attend.

7. If the highest Bidder withdraws or is not selected for any reason, the tender shall be cancelled and a fresh tender may be called at the discretion of the BBMP.

8. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the BBMP to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement & acceptance thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the BBMP may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as pre-estimated loss and damage suffered by the BBMP on account of failure of the Selected Bidder to acknowledge & accept the LOA. The tender shall stand cancelled and a fresh bid may be called at the discretion of the BBMP.

9. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Lease Agreement within the period prescribed in Clause 1.3 after due payment of the full winning bid amount of the One Time Deposit. The Selected Bidder shall not be entitled to seek any deviation in the Lease Agreement.

2.4 Contacts during Bid Evaluation

1. Bids shall be deemed to be under consideration immediately after they are opened and until such time the BBMP makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the BBMP and/ or their employees/ representatives on matters related to the Bids under consideration.

4. Fraud and corrupt practices

1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Lease Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Lease Agreement, the BBMP shall reject a Bid, withdraw the LOA, or terminate the Lease Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the BBMP shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the BBMP towards, inter alia, time, cost and effort of the BBMP, without prejudice to any other right or remedy that may be available to the BBMP hereunder or otherwise.

1.2 Without prejudice to the rights of the BBMP under Clause 4.1 hereinabove and the rights and remedies which the BBMP may have under the LOA or the Lease Agreement, if a Bidder or Concessionaire, as the case may be, is found by the BBMP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Lease Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the BBMP during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the BBMP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

1.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of

employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BBMP who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Lease Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BBMP, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the BBMP in relation to any matter concerning the Project;

b. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process;

c. "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d. "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BBMP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Pre-bid conference

2.1 Pre-Bid conferences of the Bidders shall be convened on the date specified in Schedule of bidding process given in this RFP.

2.2 During the course of Pre-Bid conferences, the Prospective Bidders will be free to seek clarifications and make suggestions for consideration of the BBMP. The BBMP shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. Miscellaneous

3.1 The Bidding Process shall be governed by, and construed in accordance with, the

Karnataka Transparency in Public Procurement Act 1999 and Rules thereunder read with the laws of India. The Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

3.2 The BBMP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. retain any information and/ or evidence submitted to the BBMP by, on behalf of, and/ or in relation to any Bidder; and/ or

d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

3.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the BBMP, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

7. Project Terms and Role of Selected Bidder

4.1 Role of the Selected Bidder: To design, finance, build, market, operate, maintain & manage the Project during the Lease Period which shall be 30 (thirty) years commencing from the Appointed Date[1] subject to the fulfillment of the terms and conditions more fully described in the Draft Lease Agreement. At the end of the Lease Period, the Project along with Buildings, if any, would vest with the BBMP in appropriate working condition, free of cost.

4.2 Vide the Lease Agreement, the rights pertaining to developing, operating and maintaining the Project on the Project Site shall be assigned to the Lessee.

4.3 To obtain all the applicable Project approvals as required from time to time for implementation and operations of the Project.

4.4 To fulfill:

a) The Minimum Development Obligation ("MDO") of construction of total built-up area (sanctioned area under Net FAR) of 2000 sq m at the Project Site and commencement of operations of the same within 60 (sixty) months from the date of signing of the Agreement.

b) The other permissible developments within the Project Site shall be limited to those permissible as per the applicable laws, Rules, development control & Regulations.

c) Compliance to MDO shall be evaluated and confirmed by the BBMP based on the submission of the Occupancy Certificate issued by the competent authority.

d) Failure to comply with the MDO within the prescribed time limit of 60-months shall result in termination of the lease agreement and the vesting back of the leased property to the BBMP free from all encumbrances. Such a bidder shall be barred from further participation in any BBMP tender for a period of 2-years from the date of issuance of termination.

4.5 The Selected Bidder will be required to furnish a Construction Period Performance Security, equivalent to 5% of the winning bid for refundable OTD. in the form of Bank Guarantee favoring the "BBMP" and that shall be required to be kept valid until the receipt of Occupancy Certificate by the competent BBMP. The Construction Period Performance Security will be returned after the receipt of Completion Certificate by the competent authority.

8. Sequence of Events on Selection of Bidder

5.1 Issue of LOA by the BBMP after Evaluation of the Bids: Upon completion of the Bid evaluation process, and acceptance of the Bid submitted by the Selected Bidder, the BBMP shall convey the intention to award the Project to the Selected Bidder, who satisfies all other compliance requirements through an LOA. Such LOA shall be issued, in duplicate, by the BBMP to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in unconditional acknowledgement and acceptance thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the BBMP may, unless it consents to extension of time for submission thereof, forfeit the Bid Security / Earnest Money Deposit of such Bidder as pre-estimated compensation and damages payable to the BBMP towards, inter alia, time, cost and effort of the BBMP, on account of failure of the Selected Bidder to acknowledge & accept the LOA. The BBMP shall reserve its right in its sole discretion, to extend the timelines specified in the LOA, based on any genuine request received from the Selected Bidder.

5.2 Submission of Bank Guarantees and One Time Deposit: The Selected Bidder shall be required to make the following payments / submissions to the BBMP within 15 (fifteen) days from the date of the LOA by the BBMP:

a) Deposit the finalized One Time Deposit in the bid to the BBMP

b) Submission of Bank Guarantee towards the Performance Security.

5.3 Failure to deposit the One Time Deposit amount in the stipulated time as in Clause 8.2 shall result in immediate rejection of the bid for default and the bidder shall be treated as defaulter and the Earnest Money Deposit or the Bid security amount deposited shall automatically stand forfeited, without any encumbrance on the property, for the default such defaulter shall stand barred from bidding for a period of two year from the date of order of forfeiting the Earnest Money Deposit or the Bid Security.

5.4 Execution of Lease Agreement: Selected Bidder shall incorporate a SPC under the Companies Act, 2013 to implement the Project within 60 (sixty) days from the date of issue of LOA after payment of the complete bid amount to the BBMP.

5.5 The SPC (as Lessee) and the Selected Bidder (as Confirming Party to the Agreement) shall sign the Lease Agreement with the BBMP within 60 (sixty) days from the date of issue of LOA or as per the extension granted by the BBMP in terms of Clause 4.5.1, whichever is later. Compliance to Clause 8.1, Clause 8.2 and Clause 8.3 shall be conditions precedent for the execution of the Lease Agreement.

5.6 Handing Over / Taking Over of Project Site: Within 90 (ninety) days of signing of the Lease Agreement, the Lessee and the BBMP shall mutually decide on a date for taking over / handing over of the Project Site.

5.7 The BBMP shall reserve its right to decide on such date of handing over / taking over of the Project Site and shall in the event of not receiving such request from the Lessee, reserve the right to fix a date and intimate to the Lessee to take over the Project Site.

APPENDICES

APPENDIX-I

Letter Comprising the Application for Qualification

To Dated:
The Chief Commissioner BBMP
Estates Section,
BBMP

***

Sub: Bid for Long term leasing of BBMP vacant land plot on JC Road, Bengaluru for development of commercial establishment.

Ref: Tender No _____ dated _____ of the BBMP inviting the bids for leasing of BBMP vacant land plot on JC Road, Bengaluru for 30-years for development of commercial establishment

Dear sir,

With reference to your RFP document dated ---------, I/we, having examined the RFP document
and understood its contents, hereby submit my/our BId for the aforesaid project. The Bid is unconditional and unqualified.

1. We acknowledge that the BBMP will be relying on the information provided in the Bid/Application and the documents accompanying such Bid/Application for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid/Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid/Application are true copies of their respective originals.

2. This statement is made for the express purpose of qualifying and bidding as a Bidder for the lease of the vacant plot on JC Road on as-is-where-is basis for the purpose of development, construction, financing, leasing and maintenance of the aforesaid Project.

3. I/ We shall make available to the BBMP any additional information it may find necessary or require to supplement or authenticate the Bid.

4. I/ We acknowledge the right of the BBMP to reject our Bid/Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. I/ We certify that in the last five years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/ We declare that:

a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the BBMP;

b) I/ We do not have any conflict of interest in accordance with relevant Clauses of the RFP document;

c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in relevant Clauses of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the BBMP or any other public sector enterprise or any government, Central or State; and

d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of relevant sections of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid/Application that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with relevant Clauses of the RFP document.

8. I/ We believe that we satisfy the Net Worth and Turnover criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.

9. I/ We declare that we, or our/ its Associates are not a Member of a/ any other Bidder applying for this tender.

10. I/ We certify that in regard to matters of security and integrity of the country, we/ or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ We further certify that no criminal investigation by any authority is pending either against us or against our Associates or against our CEO or any of our directors with respect to our work or any assignment entrusted to this bidder.

13. I/ We further certify that we are qualified to submit a Bid in accordance with the RFP forbidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process.

14. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application as per format provided at Appendices II and III respectively of the RFP, are also enclosed.

15. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Lease Agreement.

16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the BBMP in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

18. I/ We certify that in terms of the RFP, my/our Networth and the Turnover is as given in the table below.

Year	**Networth (in Rs Crores Figures & Words)**	**Turnover (in Rs Crores Figures & Words)**

19. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Lease Agreement till occurrence of Financial Closure in accordance with the Lease Agreement.

20. I/We confirm that the One Time Deposit has been quoted by me/us after taking into consideration all the terms and conditions stated in this RFP, draft Lease Agreement, our own estimate of costs and prospective income and after careful assessment of the Project and all the conditions that may affect the Bid.

21. I/We confirm that our One Time Deposit is the total consideration payable based on the total size of the plot.

22. In addition to the interest-free One Time Deposit that I/We will keep with the BBMP, I/We confirm to pay to the BBMP, Annual Lease Rent, a sum of INR

56,94,975/- (Rupees Fifty Six Lakh Ninety Four Thousand Nine Hundred and Seventy Five Only) (1.8% of guidance value) per annum, for the term of lease for each accounting year. along with applicable GST, per annum, for the initial term of 30 years, for each Accounting Year. This rent payable shall be subject to increase at the rate of 10% per three years from the date of signing of the agreement.

23. I/We offer an Bid Security / Earnest Money Deposit of **INR 20 Lakhs (Rupees Twenty Lakhs Only)** to the BBMP in accordance with this RFP which shall not attract any interest.

24. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Lease Agreement till occurrence of Financial Closure in accordance with the Lease Agreement.

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant

ANNEXURE-I

Details of Bidder

1. **Name and details**
    a. Name:
    b. Country of incorporation:
    c. Address of the corporate headquarters and its branch office(s), if any, in India:
    d. Date of incorporation and/ or commencement of business:

2. **Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:**

3. **Details of individual(s) who will serve as the point of contact/ communication for the BBMP:**

    a. Name:
    b. Designation:
    c. Company:
    d. Address:
    e. Telephone Number:
    f. E-Mail Address:
    g. Fax Number:

4. **Particulars of the Authorized Signatory of the Bidder:**

    a. Name:
    b. Designation:
    c. Company:
    d. Address:
    e. Telephone Number:
    f. E-Mail Address:
    g. Fax Number:

ANNEXURE-II

Technical capacity of the bidder

Experience Details

Project Name and details (1)	Built up area in sq m	Year of start and year of completion
1 2 3		

Provide details of only those projects that have been undertaken by the Bidder under its own name. Bidders shall furnish all its information and certification with reference to the 5 (five) years preceding FY 2025-26.

The Bidder shall provide information on experience and technical capability as per the formats given. The BBMP reserves the right to verify the successful operation and performance of the qualifying project/s mentioned in the formats and the Bidder shall arrange permissions for visiting these installations, if such a request is made by BBMP at his cost.

ANNEXURE-III

Financial Capacity of the Bidder

Year/ Item	2021-22	2022-23	2023-24	2024-25 (optional)
Turnover				
Net Worth				

Instructions:

1) The Bidder shall attach copies of the audited balance sheets, financial statements and Annual Reports for 3 (three) years - FY 2021-22, 2022-23, 2023-24, 2024-25 (optional and can be given in lieu of the year 2021-22). The financial statements shall:

   i) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
   ii) be audited by a statutory auditor;
   iii) be complete, including all notes to the financial statements; and
   iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2) Net Worth shall be calculated as defined under the Indian Companies Act, 2013, as per the audited financial statement is available, will be considered.

3) The Bidder shall also provide the name and address of the Bankers to the Bidder.

4) The Bidder shall provide an Auditor's Certificate specifying the turnover and

5) net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the RFP document.

ANNEXURE-IV

Certificate from the Statutory Auditor regarding Projects[Φ]

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Applicant / Bidder/Associate) is/ was an equity shareholder in ..... (title of the project company) and holds/ held Rs. ..... cr. (Rupees ..... crore) of equity (which constitutes ..... % of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date)[¥].

The project was/is likely to be commissioned on....(date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs..... cr.

(Rupees.....crore), and the total built-up area of the project is ..... sq m.

.....
.....

Name of the Audit

firm

Seal of the Audit Firm: (Signature, Name and Designation of the Authorized Signatory)

Date: .....

$ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company

¥ In case the project is owned by the Bidder company or undertaken by contractor, this language may be suitably modified to read: "It is certified that ..... (name of Bidder) constructed and/ or owned the ..... (name of the project) from ..... (date) to .....(date)."

In the event that credit is being taken for the Eligible Experience of an Associate, as defined in RFP the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty percent) of the subscribed and paid up voting equity of (name of the Applicant/Associate) is held, directly or indirectly, by ..... (name of Associate/ Applicant). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of this RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the shareholding of the Applicant and the Associate. In the event the Associate is under common control with the Applicant, the relationship may be suitably described and similarly certified herein}

Name of the Audit

firm

Seal of the Audit Firm: (Signature, Name and Designation of the Authorized Signatory)

Date: .....

It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in the determination of eligibility.

ANNEXURE-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

**
**

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized

signatory)

For and on behalf of .....

APPENDIX-II

Power of Attorney for Signing of Proposal

Know all men by these presents, we.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name),.....son/daughter/wife of ..... and presently residing at..... , who is presently employed with us and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the "Long term leasing of BBMP vacant land plot on JC Road, Bengaluru for development of commercial establishment" by the Bruhat Bengaluru Mahanagara Palike (the "BBMP") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the BBMP, representing us in all matters before the BBMP, signing and execution of all contracts including the Lease Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the BBMP in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Lease Agreement with the BBMP.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF....., 2025

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarized)

Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX – III

DELETED

APPENDIX - IV

Bank guarantee for Bid Security

B.G. No.

Dated:

1) In consideration of you, Bruhat Bengaluru Mahanagar Palike, (hereinafter referred to as the "BBMP", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [a Company registered under provision of the Companies Act, 1956] and having its registered office at [and acting on behalf of its Consortium] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the "Long term leasing of BBMP vacant land plot on JC Road, Bengaluru for development of commercial establishment" (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of it branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the BBMP an amount of Rs. (Rupees ***** only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2) Any such written demand made by the BBMP stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the BBMP is disputed by the Bidder or not merely on the first demand from the BBMP stating that the amount claimed is due to the BBMP by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank

under this

4) Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees ..... only).

5) This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the BBMP and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

6) We, the Bank, further agree that the BBMP shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the BBMP that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the BBMP and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other BBMP.

7) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

8) In order to give full effect to this Guarantee, the BBMP shall be entitled to treat the Bank as the principal debtor. The BBMP shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the BBMP, and the Bank shall not be released from its liability under these presents by any exercise by the BBMP of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the BBMP or any indulgence by the BBMP to the said Bidder or by any change in the constitution of the BBMP or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

9) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

10) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our

above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

11) It shall not be necessary for the BBMP to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the BBMP may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

12) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the BBMP in writing.

13) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by ___Bank

By the hand of Mr./Ms. ___, its _____and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

APPENDIX - V
FINANCIAL BID FORMAT

1. General Information:

(i) Financial Bids evaluation is on the basis of the interest free One Time Deposit (OTD) that the tender winner shall keep with the Bruhat Bengaluru Mahanagara Palike throughout the period of the lease. The One Time Deposit (OTD) is refundable to the lessee, without any interest, after the vacation of the property upon completion of the lease term or the termination of the lease as per the provisions of the Estate Management Rules 2024 and this RFP and the Agreement that will be signed with the Bid Winner. The One Time Deposit (OTD) shall not be refunded for a period of one year from the date of the signing of the agreement of the lease.

(ii) The minimum reserved One Time Deposit (OTD) or the Tender Upset Price for the plot shall be INR 15,81,93,750/- (Rupees Fifteen Crore Eighty One Lakh Ninety Three Thousand Seven Hundred and Fifty Only). The same shall be paid within 15-days from the date of issuance of the Letter of Acceptance by the BBMP failing which the bid shall stand rejected for default by the Bid Winner without any encumbrance or liablity of the BBMP and the property shall remain free from all encumbrances. The bidder shall be disqualified for two years from bidding in any tenders of the BBMP.

(iii) Applicants/ bidders are expected to bid the One Time Deposit higher than the minimum reserved One Time Deposit or the Tender Upset Price. The bidder who bids the highest One Time Deposit shall be the tender winner. No bid below the minimum prescribed OTD shall be accepted.

(iv) The period of the lease shall be 30-years.

(v) Note: In addition to the One Time Deposit stated above, the selected bidder shall pay to the BBMP, an annual lease rent of INR 56,94,975/- (Rupees Fifty Six Lakh Ninety Four Thousand Nine Hundred and Seventy Five Only) (1.8% of guidance value) along with applicable GST, per annum, for the term of lease for each accounting year. This rent payable by the lessee shall be subject to increase at the rate of 10% per three years from the date of signing of the agreement. The annual lease rent shall be paid at beginning of each financial year. Non payment of annual rent shall be considered a breach of the terms and conditions of the RFP and the agreement and the lease shall be cancelled after giving 45 days notice for non-payment of the annual lease rent within 10th of April of the year for which the annual lease rent is to paid. For example for the Financial Year 2026-27, the annual lease rent must be paid by 10th April 2026 failing which the bid winner agreement shall be liable to be terminated with forfeiture of the PBG and debarment of the bidder from participating in the tenders of the BBMP.

(vi) If two or more Bidders quote the same amount of refundable one-time deposit (the "Tie Bidders"), the BBMP shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Bidders who choose to attend.

2. **Financial Bid Format**
(to be filled up online at eProcurement Portal only and not to be submitted in physical form. In case of any discrepancy the format in eProcurement Portal shall be final).

Item	Minimum One Time Deposit (in Rs) below which bid will be rejected	One Time Deposit (in Rs) bid by the Bidder
One Time Interest Free refundable deposit that the bidder with keep with the BBMP	INR 15,81,93,750/- (Rupees Fifteen Crore Eighty One Lakh Ninety Three Thousand Seven Hundred and Fifty Only)	

APPENDIX-VI

Project Information Memorandum (PIM)

1. Disclaimer

This Project Information Memorandum Document aims to provide, the prospective applicants, an overview and broad understanding of the proposed redevelopment of the Project which is being taken up by BBMP.

The details given in this PIM are indicative, to help the applicants acquaint themselves with nature and scale of project. The details of project shall be shared afresh at RFP stage. Anything contained in this PIM shall not be basis for any commercial decision and/or basis of agreement between BBMP and applicant.

2. Introduction

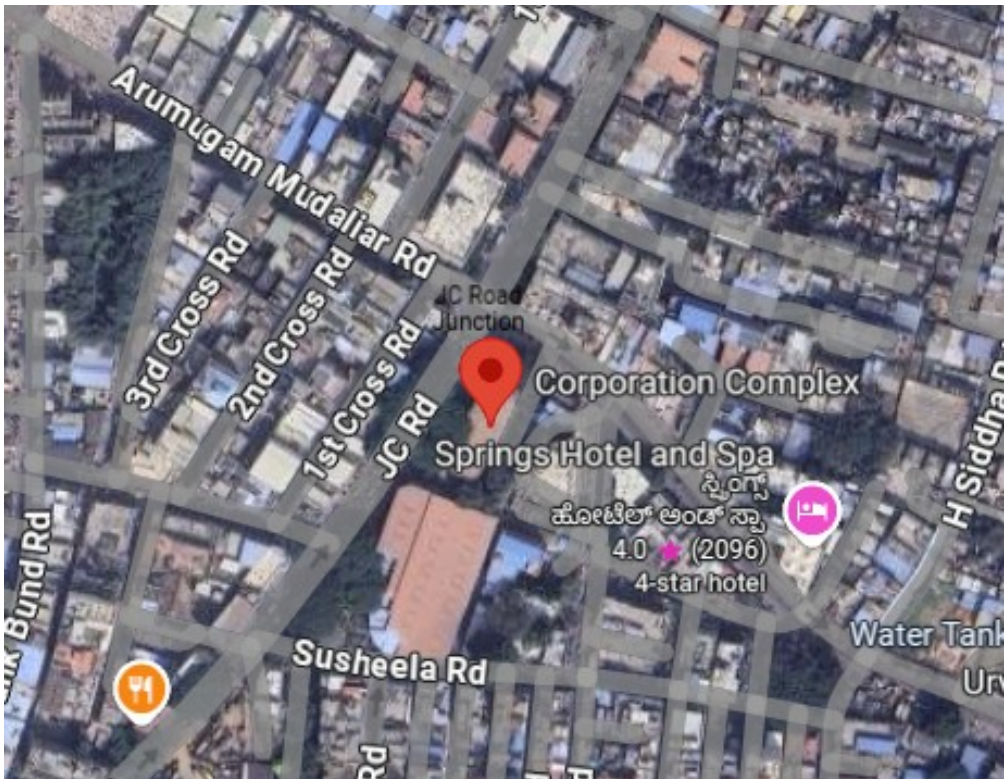
(i) Background

Bruhat Bengaluru Mahanagar Palike (BBMP) is the third largest municipal corporation in India and has seen tremendous growth since the city was established. The Bruhat Bengaluru Mahanagara Palike (first established as Greater Bengaluru Municipal Corporation on 27 March 1862) has been responsible for sustaining and managing Bengaluru's civic body and infrastructure. The Bruhat Bengaluru Mahanagara Palike (BBMP) desires to lease out a BBMP vacant land plot on JC Road, Bengaluru for development of commercial establishment (location specified in Section 2) for a period of 30-years as per the BBMP (Estate Management) Rules 2024.

The property is a prime real-estate property, a CORNER plot, on the main JC Road itself and admeasures 15876.77 Sq Feet (1475 Sq M). Being owned by the BBMP, the land parcel enjoys a prestigious location and offers an exceptional commercial development opportunity. It is surrounded by major commercial properties, hospitals and vicinity to the Central Business District. The site also boasts excellent road connectivity on the JC Road, which ensures seamless access across the city. The area of available CORNER vacant land is 15876.77 Sq Feet (1475 Sq M) having a potential to build about 6000 sq m built-up area as per applicable FAR (the actual allowed built up area for construction shall be as per the applicable Zonal Regulations and Master Plan and may be more or less than this indicated area and is the sole responsibility of the Bidder to avail including by use of TDR/Premium FAR). The land is under the ownership of Bruhat Bengaluru Mahanagara Palike (BBMP) and shall be given for a period of thirty (30) calendar years (the "Term") on lease as per the BBMP Estate Rules 2024.

(ii) Location of the proposed project site

The project site is located in Sudhamanagar, Bengaluru. The location coordinates are as follows: (12.957309520435782, 77.58214783165778)



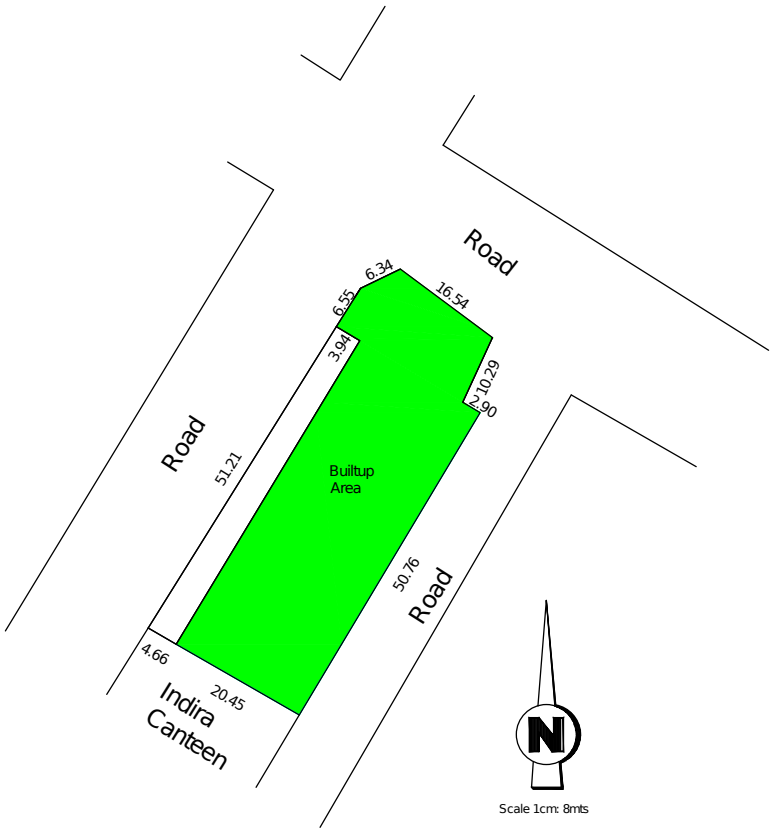
(iii) USE AND BUILT POTENTIAL OF THE PROJECT SITE

Particulars	Description
Development type	Commercial
Permissible Asset class types	Shopping complex/ office space/ hotel/ restaurant/ quick-commerce dark stores/e-commerce warehouse/ wellness studio/ gym/ sports complex/ entertainment zone/ theatre/ hostel or co-living or any other commercial activity approved by the BBMP
Asset classes not allowed	Diesel/ Petrol/ CNG/ PNG/ LPG sale outlets, liquor sale outlets
Total plot area	15876.77 Sq Feet (1475 Sq M)

(iv) Survey Sketch of the Property

Sudhamanagara Ward no 118

JC Road Property(Part of CTS NO 1968)



Block NO	Property Name	Area in Sq mts
	BBMP Complex building area	1255.00
	Vaccant Area	220.00
TOTAL		1475.00

(v) Approvals/ Applicable Permits

The list of approvals required by the Lessee for the project have been detailed in the following table.

S. No.	Applicable permits and approvals	Approving Authority
1	Masterplan of the building	BBMP/BDA
3	Ancient Monument Approval (ASI listed protected monuments within 300m)	Archaeological Survey of India (ASI)
5	Electricity Scheme Approval	Bangalore Electricity Supply Company (BESCOM)
6	Water Supply Provision	Bangalore Water Supply and Sewerage Board (BWSSB)
7	Rain Water Harvesting	BBMP
8	Sewage Treatment Plant, Sewage and Drainage	Bangalore Water Supply and Sewerage Board (BWSSB)
9	Firefighting Scheme Approval	Karnataka State Fire & Emergency Services Department
10	Tree cutting permission	Karnataka Forest Department

********** End of the RFP **********